CONTRACT



www.kmbc.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

Class of Time - Immediately Pre-emptible without notice

Class of Time - Immediately Pre-emptible without notice

10/29/12 M-F/SU 10pm News

D 10 KMBC 10/29/12

	Contract / Re	vision		Alt Order #	_
	965200	1		07899407	
Product					_
MARTIN/AG/R					
Contract Dates	Estimate #				
10/23/12 - 10/29/12	C23C29				
Advertiser			Огі	ginal Date	/ Revision
Martin /R/Attorney Genera	al		1	0/22/12	/ 10/22/12
	Billing Cycle	Billing	Cal	endar	Cash/Trade
	EOM/EOC	Broadcast Cash Account Executive Sales		Cash	
	Station			Sales Office	
	кмвс	Meredi	th T	hompson	Eagle-Washingt
	Special Hand	ing			
	Demographic				
	Adults 35+				
					-
	IDB#	Advert	ser	Code	Product Code
	1046	MART			ORDR
	Agency Ref		_	Advertiser	Ref

Spots/

:30

NM

0

\$0.00

*Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount KMBC 10/23/12 10/26/12 Good Morning America NM \$1,100.00 7-9am :30 Class of Time - Pre-emptible with notice Weekdays Spots/Week Rate Week: 10/22/12 -TWTF--2 \$550.00 10/29/12 :30 NM KMBC 10/29/12 Good Morning America 7-9am \$550.00 1 Class of Time - Pre-emptible with notice End Date Start Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 \$550.00 KMBC 10/23/12 10/26/12 6pm News 6-630pm :30 NM 2 \$1,900.00 Class of Time - Pre-emptible with notice Spots/Week Start Date End Date Weekdays Rate Week: 10/22/12 10/28/12 \$950.00 :30 KMBC 10/28/12 10/28/12 5pm News Sunday 5-6pm NM \$500.00 Class of Time - Pre-emptible with notice Spots/Week End Date Weekdays Rate Start Date Week: 10/22/12 10/28/12 \$500.00 ----S 1035-1105pm KMBC 10/23/12 10/25/12 M-F 1035-1105pm :30 NM 2 \$1,650.00 Class of Time - Pre-emptible with notice Start Date Weekdays Spots/Week End Date Rate \$825.00 Week: 10/22/12 10/28/12 -1-1---KMBC 10/29/12 10/29/12 M-F 1035-1105pm 1035-1105pm :30 NM \$825.00 1 Class of Time - Pre-emptible with notice Start Date End Date Spots/Week Weekdays Rate Week: 10/29/12 11/04/12 M----\$825.00 M-F 1105p-1135p D KMBC 10/23/12 10/26/12 1105p-1135p :30 NM 0 \$0.00 Class of Time - Pre-emptible with notice NM 0 KMBC 10/23/12 10/26/12 M-F/SU 10pm News 10-1035pm :30 \$0.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

10-1035pm

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



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	Contract / Revision 965200 /	Alt Order # 07899407
Contract Dates 10/23/12 - 10/29/12	Product MARTIN/AG/R	Estimate # C23C29
Advertiser Martin /R/Attorney Ge	_	riginal Date / Revision 10/22/12 / 10/22/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Ra	ite Type S	Spots	Amount
11 KMBC 10/28/12 10/28/12 SU 1030pm News Class of Time - Immediately Pre-emptible without notice	1030-11pm	:30	NM	1	\$450.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 S 1	<u>Rate</u> \$450.00		- 1		
N 12 KMBC 10/23/12 10/26/12 630-7p	630-7pm	:30	NM	1	\$1,400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -TWTF 1	<u>Rate</u> \$1,400.00				
13 KMBC 10/28/12 10/28/12 Sun News @ 5am	5-6am	:30	NM	1	\$125.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/12S Spots/Week	<u>Rate</u> \$125.00				
D 14 KMBC 10/28/12 10/28/12 PRIVATE PRACTICE WKNI	D 12A-1A	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice 15 KMBC 10/23/12 10/26/12 First News at 5am	5-5:30am	:30	NM	1	\$125.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -TWTF 1	Rate \$125.00	.50	(VIV)	,	ф125.00
D 16 KMBC 10/27/12 10/27/12 Late Airing The Closer	Various	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice					
17 KMBC 10/23/12 10/26/12 M-F/SU 10pm News Class of Time - Pre-emptible with notice	10-1035pm	:30	NM	1	\$2,200.00
Week: Start Date End Date Weekdays Spots/Week 10/22/12 10/28/12 -TWTF 1	\$2,200.00				
18 KMBC 10/23/12 10/26/12 M-F 1105p-1135p	1105p-1135p	:30	NM	1	\$500,00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$500.00				
19 KMBC 10/23/12 10/26/12 First News at 5am	5-5:30am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -TWTF 1	<u>Rate</u> \$300.00				
		Totals		16	\$11,625.00

Martin /R/Attorney Genera

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	14	\$10,250.00	\$8,712.50
10/29/12 -10/29/12	2	\$1,375.00	\$1,168.75
Totals	16	\$11.625.00	\$9.881.25

Signature:		Date:	
-			

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an inlent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or elhnicity.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to durchase prosposat sovertising time on penalf of the sovertiser named on the face of this contract ("Ad vertiser") and the station appearing this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals to lowing prosposate nereonder, bill Agendy on benefit of Advertiser at appress on the face nereof. Agendy analy pay Station thereon at appress on bill on or before the 15th pay of each month following that in which prospects opported on on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the label of this contract, it is understood that Agency makes this contract both for fixed fand as agent for the Advertiser and that Agency and except, on described and of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally. Itself for all payments to be made by adency to Station and for all obligations single performed by Adency.

TERMINATION

- (a) Unless otherwise specified on the face hereof, either perty-may-terminate this contract, without cause, upon giving the other party-at least 28 days once notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) where of prospecting hereunder. If Agency so terminates this contract it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, Briminate this contract any time; (i) upon material bread by Agency, (ii) if Station dills to receive timely payment on billing; or (iii) if Advertisers or Agency's predit is, in Station's reasonable opinion, impaired. Upon such termination, all unpair accruted pharges hereunder shall immediately become one and payeble. The Agency's convitability shall be to pay for telepaste completed hereunder prior to cancellation by Station.
- (b) Agency may, book notice to Staton, terminate this for tract at any time upon material breach by Station. Upon such termination, the Staton above its partial period by Station. Upon such termination, the Staton above of this contract through date of and termination, or (ii) the leaser of the following: (i) the about its partial through date of authorities to follow the following which would be due to Station hereunder if, or the date on which Agency gives no toe of cancellation. Station had given notice of termination oursuant to Flaragraph 2(s) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any field ity to the other upon termination pursuant to this Paragraph 2, expect as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST.

If, as a result of an act of Sod, *from tiejeure*, public emergency, labor discute, restriction imposed by isw or governmental order, mechanical breakcown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to estably the "reasonable socials and or "regulal opportunity" requirements for certain political panalicates, or any other similar or dissimilar cause beyond the Station's reasonable control. Station fails to prospect any or all of the announcement is or programs to be broad assistance under small notice in preach series, but Agency and line entires to be a reasonably assisfactory supatitute date and time, and it no sook time is an allable, the time cause the cause the discount of the same played prosposation of the pay full orange. The foregoing shall not be now Agency of the benefit of any discounts which it would have earned personably has been made in its entirety.

4. PREEMPTIONS

Station shall have the right to bandel any prosposation portion thereof covered by this contract in prosposationly program or event which, in the Station's sole dispreton, it deems to be of greater public interest or significance. Station may also repeabline time previously sold when necessary to comply with its obligations to make a valiable interest and or 1924, as a mended. Station will notify Agency of such conceivation as promotifies reasonably possible, if the parties cannot agree upon a sets/factory substitute date and time, the prosposation prevented and or notified and enths contract, except that Agency will not have to pay Station any pranges allocable to the canceled prosposation.

FXED RATE PURCHASES

Now it is said of the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted an nouncement was purphased as a single puryor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the fixed of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omitation, unless of herwise agreed to pyStation, Agency shall continue to pay the following (no predit or refund will be given) but Agency shall be accorded another announcement at a reasonably safetion substitute date and time, at no applicant identifies therefor.

. A GENCY MATERIAL

All commercial materials (if so specified on the Specified contract, all program materials, including talent) analling to funished by Agency and politivers to Station at Agency's sole cost and expense. Agency anallideliver all materials not less than 48 hours (explicitly of Saturdays and holicays) in advance of broadcast. All materials furnished by Agency (), shall not be contrary to the public interest, (ii) anallide to Station is then existing program and operating policies and quality etamograp, and (iii) are subject to Station's prior approval and continuing right to reject on bosoned by Agency (ii) and the liable for loss or damage to Agency's material or, even (flacebox for continuing after a form others).

If Agency requests within 30 days of lest broadcast here under, Station will, at Agency's excense, return Agency material to Agency roses not so request, Station cas the right to dispose of all Agency material any time after 60 days following the lest proadcast hereunder.

INDEMNIFICATION

Agencyand Advertiser will jointly and severally indemnify and note harmless Station formand against all datins, demands, debts, obligations or onarges (including response) and disbursements) which arise out of or result from the prosposat preparation for prosposation potentiate or contemplated prosposation statistics will sumisfied by or on pehalf of Agency and not retrieved by Station at Agency's request for use in connection with Agency's or Advertiser's contraction with respect to all materials furnished by Station at Agency's request for use in connection with Agency's or Advertiser's contraction with respect to all materials furnished by Station. The indemnities anally promptly notifyed a concernation with respect to any old into the paragraph shall survive the termination or expiration of this points of

CONSEQUENTIAL DAMAGES

Agency and Station re-repy agree that consequents learnedes resulting from any breach of this contract, our spent to Paragraph 2, or any owns sion of prospess, pursuant to Paragraph 3, or any presentation of prospess, pursuant to Paragraph 4, are specialtive and heigher Agency not Station shall be held listed for any consequential demages incurred. This consequential demages exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

8. GENERAL

(a) Station will proadpast the announcements and programs covered by this contraction the pates and at the approximate hopply times provided by the

face hereoid

- (b) The Station shall exercise normal precautions in randling of procesty and mail, but assumes no itability for loss or as mage to program or commercial materials and other property firmished by the Agency in connection with procedurate inerconcer. The Station will not accept or process mail, correspondence, or tereprine palls in connection with procedurate except after its prior approval.
- Agency is acting as agent for a displace principal (i.e., the Advertiser named on the face nersof and Agency will act as agent for making payment on all billings hereuncer. However, Agency shall be primarily listle for the Advertiser a payment of sums due nereuncer and Sulton anali look initially to Agency for the payment mereof unlist and until Agency (alis to timely remit payment or pecomes insolvent. Advertiser shall be listed to Station and not to agency on all under billings for services rendered by Sulton here (scoluting advertising agency) commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment but of advertiser agency to the advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign on pieces to a third batty monitas which may be or become payeble by Advertiser or Agency, or that Agency was in dangered of economic solvent or (ii) after receiving notice (togetherwith a current estatement of account) from 8 station has taked any or efficiency and the payment of office and of the month in which service is provided therefore advertiser of or diminish Advertiser is liability for preson of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency will be accounted as apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency analytic tassign this contract except to another agency which successes to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency and the entitled to commissions, if any, or office to proadcasts therefore. Station is not required to proadcast here under for the period of the face hereof.

 The face hereof
- (a) This contract contains the entire binderstanding between the parties, particle be changed or terminated orally, and shall be contained in apportunity with the laws of the State of New York, and with the Communications Act of 1824, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision or the face bereof, the latter shall govern. Fallure of either party to enforce any of the provisions hereof shall not be constitued as a general relinacist mention waiver of that or any other provision. All notices hereof or notices under Paragraph 4; shall be in writing, given only by preparations and categories to the other party at the addression the face hereof, and shall be deemed given on the date of dispator.

For abaitional information relating to political advertising, Agendée and Advertisers are endouraged to request a copy of the Station a correct political advertising disposure statement.]

ORDR

Advertiser Ref

CONTRACT



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And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Re	vision	Alt C	rder #	‡
	965200	1	0789	9407	
Product	'	,			
MARTIN/AG/R					
Contract Dates	Estimate #				_
10/23/12 - 10/29/12	C23C29				
Advertiser			Original	Date	/ Revision
Martin /R/Attorney Gene	er al		10/23	/12	/ 10/23/12
	Billing Cycle	Billing	Calenda	<u>r</u>	Cash/Trade
	EOM/EOC	Broade	cast		Cash
	Station	Accou	nt Execu	tive	Sales Office
	KMBC	Mered	ith Thom	pson	Eagle-Washing
	Special Hand	ling			
	Demographic				
	Adults 35+				
	IDB#	Advert	icar Cod	2	Product Code

MART

Spots/

1046

Agency Ref

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
1 KMBC 10/23/12 10/26/12 Good Morning America	7-9am	:30	NM 2	\$1,100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -TWTF 2	<u>Rate</u> \$550.00			
2 KMBC 10/29/12 10/29/12 Good Morning America	7-9am	:30	NM 1	\$550.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 M 1	<u>Rate</u> \$550.00			
4 KMBC 10/23/12 10/26/12 6pm News	6-630pm	:30	NM 2	\$1,900.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/12 -TWTF 2	<u>Rate</u> \$950.00			
5 KMBC 10/28/12 10/28/12 5pm News Sunday	5-6pm	:30	NM 1	\$500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 S 1	<u>Rate</u> \$500,00			
6 KMBC 10/23/12 10/25/12 M-F 1035-1105pm	1035-1105pm	:30	NM 2	\$1,650.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -1-1 2	<u>Rate</u> \$825.00			
7 KMBC 10/29/12 10/29/12 M-F 1035-1105pm	1035-1105pm	:30	NM 1	\$825.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 M 1	<u>Rate</u> \$825.00	_		
D 8 KMBC 10/23/12 10/26/12 M-F 1105p-1135p	1105p- 1 135p	:30	NM 0	\$0.00
Class of Time - Pre-emptible with notice				
D 9 KMBC 10/23/12 10/26/12 M-F/SU 10pm News	10-1035pm	:30	NM 0	\$0.00
Class of Time - Immediately Pre-emptible without notice				
D 10 KMBC 10/29/12 10/29/12 M-F/SU 10pm News	10-1035pm	:30	NM 0	\$0.00
Class of Time - Immediately Pre-emptible without notice			I	

(* Line Transactions: N = New, E = Edited, D = Deleted)

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	Contract / Revision 965200 /	Alt Order # 07899407
Contract Dates 10/23/12 - 10/29/12	Product MARTIN/AG/R	Estimate # C23C29
Advertiser Martin /R/Attorney Ge	_	Driginal Date / Revision 10/23/12 / 10/23/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Types	Spots	Amount
11 KMBC 10/28/12 10/28/12 SU 1030pm News	1030-11pm	:30	NM	1	\$450.00
Class of Time - Immediately Pre-emptible without notice Start Date	<u>Rate</u> \$450.00				
E 12 KMBC 10/23/12 10/26/12 630-7p	630-7pm	:30	NM	1	\$1,400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 End Date TWTF Spots/Week	<u>Rate</u> \$1,400.00				
13 KMBC 10/28/12 10/28/12 Sun News @ 5am	5-6am	:30	NM	1	\$125.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/12S 1	<u>Rate</u> \$125.00				
D 14 KMBC 10/28/12 10/28/12 PRIVATE PRACTICE WKN	D 12A-1A	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice					
N 15 KMBC 10/27/12 10/27/12 Sat News @ 5am	5-6am	:30	NM	1	\$125.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/121 1 Spots/Week	<u>Rate</u> \$125.00				
D 16 KMBC 10/27/12 10/27/12 Late Airing The Closer	Various	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice					
17 KMBC 10/23/12 10/26/12 M-F/SU 10pm News	10-1035pm	:30	NM	1	\$2,200.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/12 -TWTF 1	<u>Rate</u> \$2,200.00				
18 KMBC 10/23/12 10/26/12 M-F 1105p-1135p	1105р-1135р	:30	NM	1	\$500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/22/12 10/28/12 -TWTF 1	<u>Rate</u> \$500.00				
19 KMBC 10/23/12 10/26/12 First News at 5am	5-5:30am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12 -TWTF 1	<u>Rate</u> \$300.00				
		Totals		16	\$11.625.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	14	\$10,250.00	\$8,712.50
10/29/12 -10/29/12	2	\$1,375.00	\$1,168.75
Totals	16	\$11,625.00	\$9,881.25

Signature:	Date:

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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST A DVERTISING

The person, first or other business entity ("Agency") contracting to purchase prosposation vertising time on benefit of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts nereunder, pill Agency on penalifor Advertiser at appress on the face nereof. Agency shall pay Station thereon, at address on bill on or before the 15th pay of each month following that in which proadcast coopered on on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is onceretood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally itself for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION

- (a) Unless of erwise specified on the bost hereof, either party may terminate this contract, without cause, upon giving the other party at least 25 days once house provided that, if notice is given by Agency, termination and linot deleffective until effect two (2) weeks of prospecting in resunder. If Agency so terminates this contract, it shall bey Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract any time; (i) upon material present by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station a reasonable contract. Upon such termination, all uppers scorues charges hereunder shall immediately become due and payeble. The Agency's only liability shall be to pay for telepasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Staton, terminate this contact at any time upon materia, preson by Staton. Upon such termination, the Staton along isolarly shall be to pay as ibunication camages a sum equal to the leaser of the following: (i) the sobial noncencers between observations are recessifying order or year of the policy of this portrad through data of such termination, or (ii) the total which would be due to Staton hereunder if, on the data or which Agency gives notice of cancellation, Station had given notice of termination pursuant to Faregraph 2(s) affective at the serilest case carmited therefore the pay of termination pursuant to Faregraph 2(s) affective at the serilest case carmited therefore the pay of termination pursuant to Faregraph 2(s) affective at the serilest case carmited therefore the pay of the pay o
- (d) Neither party shall have any list of lity to the other upon termination persuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST.

If, as a result of an act of God, force majeure, public emergency, isopind spute, respiction imposed by law or governments lorder, mechanical preskdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the Treasphable access and or Tebusic opportunity requirements for pertain political perdicates, or any other similar or desimilar cause beyond the Station's responsive control. Bis to proadcast anyone his fine announcement's) or programs to be proadcast here ones. Station shall not be in breach hereof, but Agency shall be entitled to be equipment as follows: (i) find part of a scheduled proadcast is made, a later proadcast and the example of a scheduled proadcast shall be walked; (ii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be walked; (iii) Find part of a scheduled proadcast shall be part

PREEMPTIONS

Station shall have the right to bands, any proaddest or portion thereof powers: by this contract in order to proaddest any program or event which, in the Station's sole dispreton, it deems to be of greater public interest or significance. Station may also recept the previously sold when necessary to comply with its obligations to make a valuable interest and or legical opportunities to be take positions and itself as under the Communications Act of 1934, as amended. Station will notify Agency of such as particularly agency of such as satisfactory substitute and time, the proadcast so preempted shall be deemed can describe that Agency will not have to pay Station any charges allocable to the particular broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Faragraphs 3 and 4 above, oness the omitted or preempted announdement was purphased as a salingle buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole dispretion for any present of the event of preemption or omission, or less otherwise agreed to by Station, Agency shall continue to pay the full pharge (no predictor refund will be given) but Agency shall be apported an other announcement at a reasonably satisfactory substitute date and time, at no additional pharge therefor.

A GENCY MATERIAL

All commendat materials (if so scedified on the face of this contract, all program materials, including talent) shall be furnished by Agency and deliver all materials not less than 48 rouns (explicitly of Saturdays, Bundays and holidays) in advance of procedust. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) and such than existing program and operating policies and dustify sended to discuss prior approval and controlling right to reject on bostes Agency to earlies or materials. Station will not be liable for loss or damage to Agency's material or, even if some provided on the procedure of the procedure

If Agency requests within 30 days of isst broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency opes not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast nereunder.

7. INDEMNIFICATION

Agency and Advertuer will joint year deverally indemnify and cold narmiess Station formand against all paints, demands, debts, oblig atoms or charges (including reasonable attorney best and disputaements) whon arise out of or result from the prosposat, preparation for prosposat or portemplate prosposat of materials frimished by or on pehalf of Agency and not Advertiser on furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold narmiess Agency and Advertiser with respect to all materials furnished by Station. The indemnifer and provisions of this paragraph and lauryive the termination or expiration of this portext.

CONSEQUENTIAL DAMAGES

Agen by and Station hereby agree that on sequental camages resulting from any pread to fine contract, oursuant to Faragraph 2, or any ornise or of proadcast, pursuant to Faragraph 3, or any preemption of proadcast, pursuant to Faragraph 4, are specialistic and reitner Agency not Station and to help listic for any consequents, described in order of proadcasts, pursuant to Faragraph 4, are specialistic and reitner Agency not Station and to help listic for any consequents, described in the formation of respectable.

This consequential damage explusion provision is an allocation of risk secarate and apart from provisions appearing or limiting either Agency's or Station a remove as the formation of the secarate and apart from provisions apart from the first production of the secarate and apart from provisions apart from the first production of the secarate and apart from provisions and the first production of the secarate and apart from provisions and the secarate and apart from the secarate and the secarate and apart from the secarate and the secar

9. GENERAL

(a) Station will proadbest the announdements and programs powered by this contraction the dates and at the approximate hospitytimes provided on the

face merec fi

- (b) The Station and Lexeroise normal prepautions in nancing of procesty and mail, but assumes no its bility for loss or camage to program or commercial materials and other procesty furnished by the Agency in connection with processes. The Station will not accept or process mail, correspondence, or telephone calls in connection with processes except after its prior approval.
- Agency/is acting as agent for a disclosed princips (i.e., the Advertiser name) on the face nersor, and Agency will act as agent for making payment on all pillings nereurbor. However, Agency and be primarily liable for the Advertiser's payment of subsidiary agency on the payment mereor buries and until Agency all the improvement or depondent mereor buries and until Agency all the improvement or depondent mereor buries and until Agency agency or all unpaid pillings for services represented (exocuting advertising agency commissions), out body to the extent that Advertiser has there infore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or deage to a brind batty mores which may be or become payable by Advertiser or Agency or that Agency was attempted above the country from Station that Agency is entously delinquent under advertising agreement (ii) after receiving notice (together with a running to statement of accounting the agency is entously delinquent under advertising agreement (iii) after receiving notice (together with a running form) and the proving a transfer of a country from Station that Agency is entously delinquent under advertising agreement (ii) after receiving notice (together with a running form) and the payment or billings within 45 days after the end of the month in which service is proving a new payment or payment of the country of the delinquent and of the politic payment of the payment of politic payment of payment of the country of the count
- (d) Agency shall not assign this contract except to another agency which successes to its positives of representing Agrentser and provided supporting agency assumes all its colligations researce. Advertser may upon notice to Station, orange its agency shallong into be excessed agency shall be entitled to commissione, if any, or billings for broadcasts thereafter. Station is not required to propose therefore the benefit of any person other than Advertser, or for a product or service other than that has need on the face hereof.
- (a) This portion contains the entire understanding between the parties, partitot be phanged or terminated praility, and shall be construed in apportunity the laws of the State of New York, and with the Communications Abt of 1924, as emended, and with the rules and regulations of the FCC leaded pursuant thereto. When there is stry inconsistency between these standard conditions and a provision on the State Harsof, the latter and if govern. Failure of either party to enforce anyof the provisions nereof and ling to construed as a general relih suishment or warver of that or anyother provision. All notices hereuther (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, appreciate to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

For additional information relating to collips: seventiang, Agendes and Advertians are encouraged to request a copy of the Station's current political advertiang disposare statement.]